



SETTLEMENT AGREEMENT

THIS AGREEMENT is entered into by the United States Department of Agriculture, Animal and Plant Health Inspection Service ("APHIS"), and Monica Grusenmeyer, with reference to the following facts:

1. At all times mentioned herein, Monica Grusenmeyer operated as an Exhibitor under the Animal Welfare Act (7 U.S.C. § 2131 *et seq.*) (the "AWA") at the facility located at 5720 Rowland Avenue, Las Vegas, NV 89130.
2. APHIS has documented evidence of Monica Grusenmeyer's non-compliance with the AWA and the regulations promulgated thereunder (9 C.F.R. § 1.1 *et seq.*), and specifically, has documented evidence of Monica Grusenmeyer's failure to provide adequate veterinary care; to produce records required by AWA regulations and AWA standards; to provide perimeter fencing that was of sufficient height and construction; to provide a primary enclosure that was structurally sound and contained the nonhuman primates securely; to provide environmental enhancement to promote the psychological well-being of the nonhuman primates, and; to employ personnel properly trained or having knowledge, background, and/or experience in proper husbandry and care of nonhuman primates as required by the AWA regulations and AWA standards for the humane handling and treatment of animals (9 C.F.R. §§ 2.40, 2.126, 3.78-3.85).
3. APHIS has not instituted an administrative enforcement action based on the findings described above in paragraph 2.
4. APHIS and Monica Grusenmeyer have determined to settle the issues related to the potential violations of the AWA and the regulations and standards issued thereunder, as described above.

NOW, THEREFORE, it is agreed as follows:

5. Monica Grusenmeyer admits that the Secretary has jurisdiction in this matter, and waives oral hearing and further procedure.



6. Monica Grusenmeyer consents and agrees to the following:
 - a. Monica Grusenmeyer agrees to sell, donate, and/or transfer ownership and possession of any nonhuman primates on her premises, regardless of ownership, within twelve (12) weeks from the date Monica Grusenmeyer signs this Settlement Agreement.
 - b. Animal Care will, upon written request, grant a one-time exemption from the licensing requirements for the transfer, movement, and/or sale of any nonhuman primate that Monica Grusenmeyer holds at the time Monica Grusenmeyer signs this Settlement Agreement.
 - c. At a time that is mutually agreeable to both parties, Animal Care shall take an inventory of the animals currently present at Monica Grusenmeyer's facility to determine her existing inventory of animals, and Animal Care shall take a second inventory of the animals present at Monica Grusenmeyer's facility within twelve (12) weeks from the date Monica Grusenmeyer signs this Settlement Agreement to verify compliance with paragraph (a) above. Monica Grusenmeyer shall not unreasonably withhold her consent to a time and date for Animal Care to conduct the inventories. Monica Grusenmeyer shall document all sales, donations, and transfers of ownership and provide copies of those documents to Animal Care within twelve (12) weeks from the date Monica Grusenmeyer signs this Settlement Agreement.
 - d. As of the date Monica Grusenmeyer signs this Settlement Agreement, AWA license 88-C-0154 is hereby revoked.
 - e. Monica Grusenmeyer and any partnerships, firms, corporations or other legal entities that she controls or in which she has a substantial interest, financial or otherwise, are permanently disqualified from (a) obtaining an Animal Welfare Act license, and (b) engaging in activities governed by the Animal Welfare Act (7 U.S.C. §



2131 *et seq.*) and regulations issued thereunder (9 C.F.R. § 1.1 *et seq.*), either directly or indirectly, on or off 5720 Rowland Avenue, Las Vegas, NV 89130.

7. Monica Grusenmeyer consents and agrees that her failure to comply with the terms of this Settlement Agreement shall automatically void paragraph 8 below, and that APHIS shall have the right to immediately institute enforcement proceedings against Monica Grusenmeyer based upon the non-compliant items documented at 5720 Rowland Avenue, Las Vegas, NV 89130, in connection with animal welfare investigation NV120005-AC, and any future violations, and to pursue any and all remedies available to APHIS under the AWA.

8. For and in consideration of Monica Grusenmeyer's agreements and actions described in paragraph 6 above, and the promises and admissions of Monica Grusenmeyer set forth herein, APHIS agrees not to institute an administrative or civil enforcement action against Monica Grusenmeyer in connection with the alleged AWA violations documented in animal welfare investigation NV120005-AC.

APHIS and Monica Grusenmeyer warrant and represent that their respective representatives, whose signatures appear below, have the authority to execute this Settlement Agreement and to bind each of the parties, respectively, to this Settlement Agreement.

Monica Grusenmeyer

Signature:

Date:

4-4-2013

U.S. DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE

Signature

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Investigative and Enforcement Services

Animal and Plant Health Inspection Service

United States Department of Agriculture

Date:

4/9/2013